the same streets and on either side of its tracks as authorized by a subsequent statute and an amendment to the state constitution. *Held*, that the injunction be denied. *United Railroads of San Francisco* v. *City and County of San Francisco*, 249 U. S. 517.

For a discussion of the principles involved in this case see NOTES, p. 576, *supra*.

RESCISSION — FOR BREACH OF WARRANTY — DEDUCTION FOR BENEFITS RECEIVED. The plaintiff sold a twenty-five horse-power threshing engine to the defendant. In answer to the defendant's constant complaints that the engine was unsatisfactory, the plaintiff promised to make it work properly. After the defendant had used it for two years, the plaintiff sued for the balance of the purchase price. The defendant then discovered that the engine had a capacity of only twenty-two horse-power and claimed the right to reject the engine and recover the purchase installments already paid. The lower court found that the representation that the engine had a capacity of twenty-five horse-power was a condition of the sale and that its failure to develop twenty-five horse-power was the main cause of the engine's unsatisfactory performance. *Held*, that the defendant should recover the purchase installments less $204. *Cushman Motor Works, Ltd.* v. *Laing*, 49 D. L. R. 1 (Alberta).

For a discussion of this case, see NOTES, p. 602, *supra*.

STATUTES — INTERPRETATION — EFFECT OF PRIOR REPEALED STATUTES COVERING THE SAME SUBJECT. — The defendant was indicted under a statute making it unlawful to deal in liquors, which were defined as "all combinations . . . of drinks and drinkable liquids which are intoxicating; and any liquor which contains more than 2½% of proof spirits shall be conclusively deemed to be intoxicating." (1916 6 GEO. V, c. 112, § 20). On proof that the defendant had in his possession a patent medicine which contained more than 2½% of alcohol but which also contained drugs the effect of which would be to cause sickness before intoxication, he was convicted. *Held*, that the conviction be quashed. *Rex* v. *Dojacek*, 49 D. L. R. 36 (Manitoba).

In determining the uncertain meaning of the word "drinkable," the court looked at the words and policy of a prior repealed statute which provided for local option. See 1913 REV. STAT. MANITOBA, c. 117. Statutes *in pari materia*, though passed at different times and not referring to one another, are generally considered as one system of legislation and are construed as explanatory one of another. See *Rex* v. *Loxdale*, 1 Burr. 445, 447; *Goldsmiths Co.* v. *Wyatt*, 76 L. J. K. B. (N. S.) 166, 169. See also ENDLICH, INTERPRETATION OF STATUTES, § 43. This is done upon the assumption that the legislature is familiar with the earlier statutes and by use of similar words has intended to preserve similar meanings. See *Town of Benton* v. *Willis*, 76 Ark. 443, 446, 88 S. W. 1000, 1001; *Robbins* v. *Omnibus R. Co.* 32 Cal. 472, 474. Earlier acts may explain the meaning of later acts. *Patterson* v. *Winn*, 11 Wheat. 380; *Powers* v. *Shepard*, 48 N. Y. 540. And *vice versa*, later acts may explain earlier ones. *Clark* v. *Powell*, 4 B. & Ad. 846; *United States* v. *Freeman*, 3 How. 556. Even repealed or expired statutes should be taken into consideration as instructive steps in the development of the existing system of legislation upon a subject. *Ex parte Crow Dog*, 109 U. S. 556; *Wellsburg, etc. R. Co.* v. *Panhandle Traction Co.*, 56 W. Va. 18, 48 S. E. 746. The instant case is an illustration of a situation where the application of this principle is helpful.

STATUTES — INTERPRETATION — INSURANCE POLICY AS "MOVABLE EFFECTS" WITHIN STATUTORY DOWER. — A married man procured policies of insurance upon his life, payable to his executors, administrators, or assigns. By the provisions of the policy he reserved the power of changing the bene-